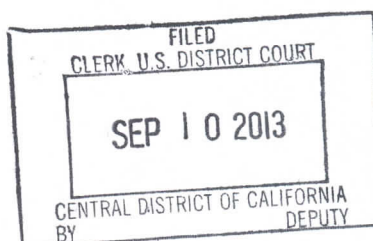
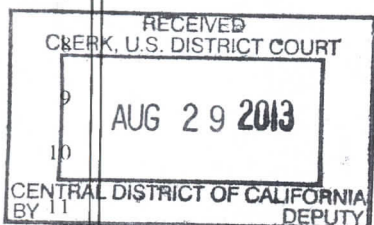


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Attorney for Plaintiff **ANDREA FRANKS**



**UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA**

**ANDREA FRANKS, an individual**

Plaintiff,

vs.

**CORELOGIC, INC.; LVNV FUNDING,  
LLC; CREDIT ONE BANK, N.A.; AND  
DOES 1 THROUGH 10,**

Defendant.

Case No. **SACV13-1398-CJC(ANx)**  
**COMPLAINT FOR VIOLATION  
OF THE FAIR CREDIT REPORTING  
ACT, 15 U.S.C. § 1681, et seq.**

**COMPLAINT AND DEMAND FOR JURY TRIAL**

ANDREA FRANKS ("Plaintiff"), through her attorney, The Law Office of L. Paul Mankin alleges the following against CORELOGIC, INC ("CL"), LVNV FUDNING, LLC ("LVNV"), and CREDIT ONE BANK, N.A. ("COB"), collectively referred to as ("Defendants").

**I. INTRODUCTION**

1. This is an action for damages brought by an individual consumer for Defendant's violations of the Fair Credit Report Act, 15 U.S.C. § 1681, et seq. ("FCRA").

**JURISDICTION AND VENUE**

1  
2 1. Jurisdiction of this Court arises pursuant to 15 U.S.C. § 1681(p), which states that such  
3 actions may be brought and heard before “any appropriate United States District Court, without  
4 regard to the amount in controversy.”  
5

6 2. Venue is proper in this District pursuant to 28 U.S.C. § 1391(b)(2), in that Defendants  
7 transact business here, and in that the conduct complained of occurred here.

8 3. Declaratory relief is available pursuant to 28 U.S.C. §§ 2201 and 2202.  
9

**II. PARTIES**

10  
11 4. Plaintiff is a natural person residing in Los Angeles County in the State of California,  
12 and is a “consumer” as defined by the FCRA, 15 U.S.C. § 1681a(c).

13 5. Upon information and belief, Defendant CL disburses such consumer reports to third  
14 parties under a contract for monetary compensation.

15 7. Upon information and belief, Defendant CL is a United States corporation, incorporated  
16 under the laws of California authorized to do business in the State of California.  
17

18 8. Upon information and belief, Defendant CL is a “consumer reporting agency” as  
19 defined 15 U.S.C. § 1681(f). Upon information and belief, Defendant CL is regularly engaged  
20 in the business of assembling, evaluating, and disbursing information concerning consumers for  
21 the purpose of furnishing consumers reports, as defined in 15 U.S.C. § 1681(d).  
22

23 9. Upon information and belief Defendant LVNV is a debt buyer that purchases consumer  
24 debt to collect for profit and is authorized to do business in the State of California.

25 10. Upon information and belief Defendant COB is a national bank, authorized to do  
26 business in the State of California, as a consumer credit card lender.  
27  
28

1 11. At all times pertinent hereto, Defendants were "person(s)" as that term is defined by 15  
2 U.S.C. § 1681a(b).

3 12. Defendants acted through their agents, employees, officers, members, directors, heirs,  
4 successors, assigns, principals, trustees, sureties, subrogees, representatives, and insurers.  
5

6 13. Plaintiff does not know the true names and capacities, whether corporate, partnership,  
7 associate, individual or otherwise, of Defendants sued herein as Does 1 through 10, inclusive.  
8

9 14. Plaintiff is informed and believes, and on that basis alleges that Defendants Does 1  
10 through 10 are in some manner responsible for acts, occurrences and transactions set forth  
11 herein and are legally liable to Plaintiff.

### 12 **III. FACTUAL ALLEGATIONS**

13 15. On September 4, 2012, and on April 18, 2013, Plaintiff obtained her tri-merge  
14 consumer credit report from Defendant CL for review because she believed there were several  
15 inaccuracies that were negatively impacting her credit score.  
16

17 16. Upon review of her consumer credit report provided by Defendant CL Plaintiff found  
18 several inaccuracies relating to the dates of her last payments and the dates for when some of  
19 her accounts were placed in collection.  
20

21 17. Consequently, on October 18, 2012, Plaintiff mailed a dispute letter to the three major  
22 credit bureaus disputing the information that she found, and on June 6, 2013, Plaintiff mailed a  
23 letter entitled Dispute and Request for Verification of Information pursuant to FCRA 15 U.S.C.  
24 § 1681i to Defendant CL disputing the following information.  
25  
26  
27  
28

1           **A. DISPUTED INFORMATION FOR LVNV ACCOUNT ENDING IN 4232**

2           18. Plaintiff's consumer tri-merge credit report from Defendant CL list two accounts held  
3 by Defendant LVNV. One account ending in 4232 and the other ending in 8219.

4           19. On information and belief, with respect to LVNV account ending in 4232, Plaintiff  
5 believes the account was submitted to collections on or about January 2009. However,  
6 Plaintiff's tri-merge consumer credit report from Defendant CL states that as of April 18, 2013,  
7 the account was submitted to collection on or about February 2013.  
8

9           20. Following Plaintiff's dispute letter to Defendant, Plaintiff's July 19, 2013 tri-merge  
10 consumer report states that the same account was submitted to collection on July 2013.  
11

12           **B. DISPUTED INFORMATION FOR LVNV ACCOUNT ENDING IN 8219**

13           21. Similarly, on information and belief, Plaintiff believes that her LVNV account ending in  
14 8219 was sent to collections on or about December 2011, and that her last payment was made  
15 on or about June 2008.  
16

17           22. Following Plaintiff's dispute letter to Defendant CL, Plaintiff's tri-merge consumer  
18 credit report dated July 19, 2013 from Defendant CL states that the same account was  
19 submitted to collections on or about November 2012, and that her last delinquent payment date  
20 was also on or about November 2012.  
21

22           **C. DISPUTED INFORMATION FOR CREDIT ONE ACCOUNT ENDING IN 2719**

23           23. On information and belief, Plaintiff believes that her last delinquency date for her Credit  
24 One account ending in 2719 was June of 2008.

25           24. Plaintiff's tri-merge consumer credit report from Defendant CL dated September 4,  
26 2012, stated Plaintiff's Credit One account last delinquent date was January 2009.  
27  
28

1 25. Following Plaintiff's dispute letter to Defendant CL, Plaintiff's July 19, 2013 consumer  
2 credit report from Defendant CL states a final delinquent date of December 2008 rather than  
3 June 2008.  
4

5 **COUNT I: VIOLATION OF FAIR CREDIT REPORTING ACT**  
6 **15 U.S.C. § 1681(e)(b)**  
7 **(Against Defendant CL)**

8 26. Plaintiff reincorporates by reference all of the preceding paragraphs.

9 27. Defendant CL violated 15 U.S.C. § 1681e(b) by failing to establish or follow reasonable  
10 procedures to assure maximum possible accuracy in the preparation of a consumer credit report  
11 and the credit files it published and maintains concerning Plaintiff.  
12

13 28. As a result of this conduct, action, and inaction of Defendant CL, Plaintiff suffered  
14 damages by loss of credit, loss of the ability to purchase and benefit from credit, mental and  
15 emotional pain and anguish, humiliation, worry, fear, and embarrassment.

16 29. Defendant CL's conduct, action and inaction was willful, rendering it liable for punitive  
17 damages in an amount to be determined by the Court pursuant to 15 U.S.C. § 1681n. In the  
18 alternative, Defendant CL was negligent, entitling Plaintiff to recover under 15 U.S.C. § 1681o.  
19

20 30. Plaintiff is entitled to recover costs and attorney's fees from Defendant CL in an amount  
21 to be determined by the Court pursuant to 15 U.S.C. § 1681n and/or § 1681o.

22 **COUNT II: VIOLATION OF FAIR CREDIT REPORTING ACT**  
23 **15 U.S.C. § 1681i**  
24 **(Against Defendant CL)**

25 31. Plaintiff reincorporates by reference all of the preceding paragraphs.

26 32. Defendant CL violated 15 U.S.C. § 1681i on multiple occasions by failing to delete  
27 inaccurate information in Plaintiff's credit file after receiving actual notice of such  
28 inaccuracies; by failing to conduct a lawful reinvestigation; by failing to forward all relevant

1 information to Defendant LVNV and Defendant COB; by failing to maintain reasonable  
2 procedures with which to filter and verify disputed information in Plaintiff's credit file; and by  
3 relying upon verification from a source it has reason to know is unreliable.

4  
5 33. As a result of this conduct, action, and inaction of Defendant CL, Plaintiff suffered  
6 damages by loss of credit, loss of the ability to purchase and benefit from credit, mental and  
7 emotional pain and anguish, humiliation, worry, fear, and embarrassment.

8  
9 34. Plaintiff is entitled to recover costs and attorney's fees from Defendant CL in an amount  
10 to be determined by the Court pursuant to 15 U.S.C. § 1681n and/or § 1681o.

11 **COUNT III: VIOLATION OF FAIR CREDIT REPORTING ACT**  
12 **15 U.S.C. § 1681s-2(b)**  
13 **(Against Defendant LVNV and Defendant COB)**

14 35. Plaintiff reincorporates by reference all of the preceding paragraphs.

15 36. On information and belief, Defendant CL and the three major credit bureaus notified  
16 Defendant LVNV and Defendant COB of Plaintiff's dispute.

17 37. Defendant LVNV and Defendant COB violated the FCRA, 15 U.S.C. § 1681s-2(b) by  
18 failing to fully and properly investigate Plaintiff's disputes; by failing to review all relevant  
19 information regarding the same; by failing to accurately respond to Defendant CL; by failing to  
20 correctly report results of an accurate investigation to Defendant CL; by failing to correct its  
21 own internal records to prevent the re-reporting of misrepresentations to Defendant CL,  
22 regarding Plaintiff's accounts.

23  
24 38. As a result of this conduct, action and inaction, Plaintiff suffered damages by loss of  
25 credit, loss of the ability to purchase and benefit from credit, mental and emotional pain and  
26 anguish, humiliation, worry, fear, and embarrassment.

1 39. Defendant COB's and LVNV's conduct, action, and inaction was willful, rendering it  
2 liable for actual or statutory, and punitive damages in an amount to be determined by the Court  
3 pursuant to 15 U.S.C. § 1681n. In the alternative, Defendants COB and LVNV were negligent  
4 entitling Plaintiff to recover actual damages under 15 U.S.C. § 1681o.  
5

6 40. Plaintiff is entitled to recover costs and attorney's fees from Defendants COB and  
7 LVNV in an amount to be determined by the Court pursuant to 15 U.S.C. § 1681n and/or §  
8 1681o.  
9

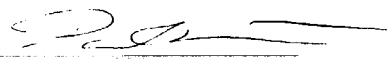
10 **PRAYER FOR RELIEF**

11 WHEREFORE, Plaintiff respectfully prays that judgment be entered against Defendants  
12 for the following:

- 13 A. Declaratory judgment that Defendants' conduct violated the FCRA;  
14 B. Actual damages;  
15 C. Statutory damages;  
16 D. Costs and reasonable attorney's fees;  
17 E. Punitive damages; and  
18 E. For such other and further relief as may be just and proper.  
19

20  
21 **PLAINTIFF HEREBY REQUESTS A TRIAL BY JURY**

22 Respectfully submitted this August 28, 2013  
23

24 By:   
25 L. Paul Mankin, Esq.  
26 Law Office of L. Paul Mankin IV,  
27 Attorney for Plaintiff  
28